

NON-LICENSED EMPLOYEE MASTER AGREEMENT FOR SOUTHERN MINNESOTA EDUCATION
CONSORTIUM

2022 – 2024

This employee document governs the employment relationship between Independent School District No. 6083, Southern Minnesota Education Consortium (Consortium) and its non-licensed employees (support staff) as indicated.

1. PURPOSE:

The purpose of this document is to define the terms and conditions of the Consortium positions of hourly employees. The terms of this document supplement and do not replace any adopted Consortium policies. The positions outlined in this document are expected to follow all applicable Consortium's policies. This document does not alter the previously established "at will" employment relationship between the outlined positions and the Consortium. The terms of this document supersede and replace all preexisting terms, policies, working agreements, or letters of assignment governing the employment relationship between the support staff and the Consortium.

2. DEFINITIONS:

As used in this document, the following terms have the meanings provided herein:

Section 1. Employer:

The "employer" means the Consortium, Independent School District No. 6083, Southern Minnesota Education Consortium.

Section 2. Support Staff:

"Support staff" means all employees of the Consortium other than those whom the Minnesota Department of Education (MDE), or the Minnesota Professional Educator Licensing and Standards Board (PELSB) required to be licensed.

Section 3. Duty Year:

July 1- June 30. For support staff not employed on a 12-month basis, the duty year shall be determined by the Consortium on an annual basis. Duty year may differ for employees in different job classes or job descriptions, based upon the needs of the Consortium.

Section 4. Employee Classification:

- 9-month employee refers to support staff working 185 days or less
- 10-month employee refers to support staff working 186-215 days
- 11-month employee refers to support staff working 216-240 days
- 12-month employee refers to support staff working 241-260 days

3. HOURS WORKED BASED ON SCHEDULE:

Wages are paid once per month and based upon time sheets submitted by hourly (non-exempt) employees. Hours worked by support staff should correspond with the schedule of duty days and work hours established for the employee unless overtime is authorized for the employee by their supervisor. Exception for emergency closing—This section does not apply to any time not completed due to an emergency closing, as defined in this document.

4. INCIDENTAL MEETINGS:

Attendance at incidental meetings requested or required by an employee's supervisor is an expectation of the job. When requested, such meetings will be considered part of the duty day and employees shall include such hours on their timesheets.

5. UNPAID LUNCH:

Support staff working 6 hours or more will be provided a thirty (30) minute duty-free unpaid lunch break.

6. AT-WILL EMPLOYMENT:

All support staff positions, including the positions outlined in this agreement, are considered "at will." As used herein, the phrase "at will" means that all support staff may resign at any time and the Consortium may discharge the support staff at any time, with or without cause. This document is not a contract. Neither this document nor any other Consortium policy, practice, or procedure alters the at-will nature of support staff employment or creates any contractual rights. The terms of this document may be modified, revoked, or rescinded by the Consortium at any time.

7. PAID TIME OFF

Section 1. Definition of Day:

As used in this document, the word "day" is equivalent to the number of daily hours of regular service time. A day of Paid Time Off (PTO) for an employee scheduled to work eight (8) hours in a day is equivalent to eight (8) hours of paid leave. A day of PTO for support staff scheduled to work two (2) hours in a day is equivalent to two (2) hours of paid leave. For support staff scheduled to work different hours on different calendar days, the word "day" is equivalent to the number of hours the support staff was scheduled to work on the calendar day for which PTO is used.

Section 2. PTO Accrual:

Support staff hired after the start of duty year, will have days prorated for the remainder of the duty year.

Subd. 1 9- and 10-Month Employees:

9–10-month employees earn PTO at a rate of one day per month of service of the employment of the Consortium plus 1 additional day. A PTO day is proportional to the extent of the support staff member's employment.

Subd. 2 11-Month Employees (1600 hour minimum):

PTO will accrue based on the following table:

Years of Service	Days Granted
1-2	13
3-4	14
5-6	15
7+	16

Subd. 3 12-month employees (1820 hour minimum):

PTO will accrue based on the following table:

Years of Service	Days Granted
1-2	17
3-4	18
5-6	19
7+	20

Section 3. PTO Accumulation:

Unused PTO days at the conclusion of the duty year (June 30) will be carried over to the following year; maximum of 100 days.

Section 4. PTO Approval:

PTO may be taken in one-hour increments. Requests for PTO must be made at least three (3) school days in advance using the Consortium approved request procedure, except in the event of illness or emergency. PTO is limited to a maximum of 3 consecutive days unless approved by the supervisor. No more than 10% of program staff is allowed out of the building at one time. PTO days are required to be used before unpaid days.

Section 5. Leave of Absence:

PTO will not be earned or accumulated during a leave of absence that is unpaid.

Section 6. PTO and Separation:

- For support staff with less than 5 years of service to the Consortium, accumulated PTO will be forfeited upon resignation or termination.

- For support staff with at least 5 years of service to the Consortium, accumulated PTO will be paid out to an 403B retirement account at a daily rate of pay of 50% of the days that are accrued up to 100 days.

Section 7. Bereavement:

Such absences for immediate family shall be paid for the first 2 days and the remainder comes out of PTO. The immediate family will include parents, siblings, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, and guardian.

Section 8. Medical Documentation:

The Consortium may require support staff to furnish a certification from a licensed healthcare professional as evidence that the use of PTO leave was due to his or her illness or other medical condition, or the medical condition of his or her spouse or child. The Consortium retains the sole discretion to determine whether support staff is entitled to use PTO with respect to any absence.

Section 9. Notification:

Support staff have the duty to notify their immediate supervisors in a timely fashion (7:30am) whenever he or she wishes to use PTO for any absence. Unless due to an emergency situation, such notification should be provided no later than the morning of the calendar day for which the he or she wishes to use PTO. Failure to provide such notification may result in an unexcused, unpaid absence from work.

Section 10. Misuse of PTO and Absenteeism:

The Consortium does not tolerate excessive absenteeism, tardiness, or misuse of PTO. Excessive absenteeism or tardiness may result in disciplinary action, including termination.

Section 11. Medical Leave:

The Consortium is subject to the Family and Medical Leave Act (FMLA). All support staff, including part-time employees, may be entitled to unpaid leave in accordance with the terms of the FMLA. Support staff should review the Consortium's FMLA policies, publications, and /or notification for additional information about the FMLA. Support staff should see the Consortium office for additional information.

8. PAID HOLIDAYS:

If a holiday falls on a Saturday or Sunday, the following workday shall be considered the holiday. If a holiday falls on an employee's approved vacation or approved leave, the PTO leave will be adjusted to account for the holiday. If school is in session, the employee shall receive another day off in lieu of that holiday.

Section 1. 9- and 10-month employees:

The following are paid holidays, and 9- and 10-month employees shall not work on them: New Year's Day, Memorial Day, Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 2. 11-month employees:

The following are paid holidays, and 11-month employees shall not work on them: New Year's Day, Independence Day, Memorial Day, Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 3. 12-month employees:

The following are paid holidays, and 12-month employees shall not work on them: New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

9. EMERGENCY CLOSINGS:

Section 1. Closing:

The Consortium may close some or all of its buildings due to weather, power outage or other inclement situation or emergency. Due to the various positions, support staff employees must communicate with their supervisor. To be paid in such situations, support staff have the following options:

- Report to work that day as approved by the supervisor or receive permission to work from home. Approval must be via emails and sent to immediate supervisor, executive director, and business manager by 8am.
- Use PTO.

Section 2. Late Starts and Early Dismissals:

Late starts and early dismissals due to an emergency are not considered to be an “emergency closing” day. The Consortium reserves the right to have all support staff employees fulfill their duty hours and days. If school starts late or is dismissed early, all support staff may use PTO to cover the affected hours.

10. BACKGROUND CHECKS:

Support staff may be requested to complete a criminal background check at least once every five (5) duty years or at such other times as the Consortium may determine appropriate, at its sole discretion.

11. JOB DESCRIPTIONS:

The Consortium reserves the right to assign support staff employees additional duties not included in his or her job description and to change or modify existing job descriptions at any time. Support staff will faithfully perform all services prescribed by the Consortium or its designated representative, whether or not such duties or services are specifically addressed in an assignment or job description. The Consortium reserves the right to adjust any assignment or job description to reflect a change in the support staff’s days or hours worked.

12. 403B MATCHING CONTRIBUTION PLAN:

After completing one (1) year of consecutive service with the Consortium, support staff (hired after July 1, 2020) will be eligible to receive matching contributions to the employee’s 403B plan, up to \$250 per year. Support staff need to sign up before the first month of their payroll.

13. UNIFORMS:

The Consortium will provide uniforms for those support staff working in its custodial department with the exception of bus drivers. Support staff working in these departments will be reimbursed annually up to \$100. Receipts must be turned in within 90 days of employment and approved by the supervisor.

14. INSURANCE:

Section 1. Health Insurance:

All support staff are eligible to participate in the Consortium’s group health and hospitalization insurance. Insurance will start the following month of their hire date. The Consortium shall contribute at the following rates based on a schedule of a minimum of 30 hours per week:

- Single: \$600 per month
- Family: \$1,200 per month

Section 2. Group Term Life:

The Consortium will pay all premiums towards a \$50,000 term life insurance plan for.

Section 3 Long Term Disability:

The Consortium will pay all premiums towards a long-term disability insurance plan for 11- and 12-month employees.

SCHEDULE A 2022-2023 BASE HOURLY PAY RATES:

Step	General Education Para	Van Driver	Level 1 Admin Assistant	Level 2 Admin Assistant	Level 3 Admin Assistant	COTA/SLPA
1	\$14.20	\$14.20	\$14.71	\$15.47	\$16.74	\$20.29
2	\$14.71	\$14.71	\$15.22	\$15.98	\$17.25	\$20.80
3	\$15.22	\$15.22	\$15.73	\$16.49	\$17.76	\$21.31
4	\$15.73	\$15.73	\$16.23	\$17.25	\$18.26	\$21.81
5	\$16.23	\$16.23	\$16.74	\$17.76	\$19.02	\$22.32
6	\$16.74	\$16.74	\$17.25	\$18.26	\$19.53	\$22.83
7	\$17.25	\$17.25	\$17.76	\$18.77	\$20.04	\$23.34
8	\$17.76	\$17.76	\$18.26	\$19.28	\$20.55	\$23.84
9	\$18.26	\$18.26	\$18.77	\$19.78	\$21.05	\$24.35
10	\$18.77	\$18.77	\$19.28	\$20.29	\$21.56	\$24.86
Additional Funding Per Hour Based on Job Duties						
Level III	\$0.50					
Level IV	\$1.00					

SCHEDULE B 2023-2024 BASE HOURLY PAY RATES:

Step	General Education Para	Van Driver	Level 1 Admin Assistant	Level 2 Admin Assistant	Level 3 Admin Assistant	COTA/SLPA
1	\$14.49	\$14.49	\$15.01	\$15.78	\$17.08	\$20.70
2	\$15.01	\$15.01	\$15.52	\$16.30	\$17.59	\$21.22
3	\$15.52	\$15.52	\$16.04	\$16.82	\$18.11	\$21.73
4	\$16.04	\$16.04	\$16.56	\$17.59	\$18.63	\$22.25
5	\$16.56	\$16.56	\$17.08	\$18.11	\$19.40	\$22.77
6	\$17.08	\$17.08	\$17.59	\$18.63	\$19.92	\$23.29
7	\$17.59	\$17.59	\$18.11	\$19.15	\$20.44	\$23.80
8	\$18.11	\$18.11	\$18.63	\$19.66	\$20.96	\$24.32
9	\$18.63	\$18.63	\$19.15	\$20.18	\$21.47	\$24.84
10	\$19.15	\$19.15	\$19.66	\$20.70	\$21.99	\$25.35
Additional Funding Per Hour Based on Job Duties						
Level III	\$0.50					
Level IV	\$1.00					

NOTES TO SCHEDULES:

- Job classifications and wage schedules are evaluated and adjusted on a bi-annual basis.
- Anyone over 10 years of experience will receive \$0.50 per year above step 10.